



Funded by the
European Union

Funding and Acceleration Services Agreement

HUNGRY ECOCITIES

A S+T+ARTS RESIDENCIES PROJECT

SUB-GRANT AGREEMENT

Hungry EcoCities
First open call

Vysoke Uceni Technicke v Brne (BUOT), established in Antoninska 548/1, Brno Stred 601 90, (Czechia), VAT number: CZ00216305, - **Consortium Coordinator**

IN4ART BV (IN4ART), established in Rotterdamse Rijkweg 44, Rotterdam 3043 BL, (Netherlands), VAT number: NL855244112B01 - **Consortium Partner**,

Katholieke Univesiteit Leuven (KUL), established in Oude Markt 13, Leuven 3000 (Belgium), VAT number: BE0419.052.173 - **Consortium Partner**,

Mendelova Univerzita v Brne (MNDLU), established in Zemedelska 1/1665, Brno Sever 613 00, (Czechia), VAT number: CZ62156489 - **Consortium Partner**,

Carlorattiassociati S.R.L. (CRA), established in Corso Quintino Sella 26, Torino 10131, (Italy), VAT number: IT10550330012 - **Consortium Partner**,

Stichting Nethwork (NTWK), established in Beukvaren 5, Bergschenhoek 2661 PE, (Netherlands), VAT number: NL89539B01 - **Consortium Partner**,

Fundingbox Accelerator SP ZOO (FBA), established in Ul Postepu 15, Warszawa 02-676, (Poland), VAT number: PL7010366812 - **Consortium Partner**,

Studio Other Spaces GMBH (SOS), established in Christinenstr. 18-19, Berlin 10119, (Germany), VAT number: DE 296393962 - **Consortium Partner**

forming Hungry EcoCities Project Consortium and represented for the purposes of signing the Agreement by doc. Ing. Ladislav Janíček, Ph.D., MBA, LL.M.,
(hereinafter referred to as Contractor)

and

Nonhuman Nonsense AB, a private company organized under the laws of Sweden established in Magnebergsvägen 19, 121 33 Enskededalen, Sweden, with VAT nr SE556979101401 duly represented by Linnea Våglund, co-owner hereinafter referred to as the **Beneficiary**.

hereinafter **Contractor** and **Beneficiary** each individually referred to as a **Party** and collectively as **Parties**,

have agreed to enter into Agreement with the terms and conditions below.

Article 1 SUBJECT OF THE AGREEMENT, GRANT

1. The Agreement sets out the terms and conditions of awarding and paying the grant to the Beneficiary and the Beneficiary's participation in the Hungry EcoCities (also the **Programme**).
2. The grant is awarded for The Council of Foods - your supermarket of local ethics (the **Project**), selected in the Hungry EcoCities First Open Call and described in the Application form submitted by the Beneficiary in the above-mentioned Open Call.

3. The assistance provided by the Contractor to the Beneficiary under the Agreement will be in the form of either cash (as a lump sum) and/or services.

Article 2 DURATION AND STARTING DATE OF THE PROJECT

1. The duration of the Hungry EcoCities Humanizing Technology Experiment residency support program is 9 months starting from September 1st 2023 (the **Starting Date**) to May 31st 2024 (the **End Date**) - the **Programme Period**.
2. The Beneficiary may apply for an extension of the Programme Period if there are objective conditions which prevent its implementation in time. The Beneficiary's request should indicate the circumstances justifying the extension and the period for which the project should be extended.
3. The circumstances of an extension will be assessed by the Selection Committee. The Project course is described in detail in **Annex 1**.

Article 3 ELIGIBILITY CONDITIONS, CONFLICT OF INTEREST

1. By signing the Agreement the Beneficiary declares that it meets the eligibility conditions for participation in the Hungry EcoCities as defined in the Hungry EcoCities First Open Call Guide for Applicants and stated in the Application form (Annex 4).
2. In particular the Beneficiary confirms that:
 - a. information concerning its legal status provided to the Contractor is correct, complete and up-to-date;
 - b. all the data included in the formal check form are true, correct, complete and up to date;
 - c. it has not received any other EU grant for the Project and will give notice of any future EU grants related to this Project awarded to the Beneficiary;
 - d. it has stable and sufficient sources to maintain the activity throughout the action and to provide any counterpart funding necessary and has or will have the necessary resources needed to implement the Project;
 - e. it is not excluded from the possibility of obtaining EU funding under the provisions of either national and EU law, or by a decision of either national or EU authority;
 - f. the Project is not excluded under the provisions of Article 18 or 19 of [Regulation \(EU\) No 2021/695 of the European Parliament and of the Council of 28 April\(ethics\)](#);
 - g. the Beneficiary (or person with unlimited liability for its debts) is not subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension of business activities, etc.);
 - h. it is not in breach of social security or tax obligations;
 - i. it is not listed on the EU sanction list, which means that it is not subject to EU restrictive measures under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty;
 - j. it is not (or persons having powers of representation, decision-making or control, beneficial owners or persons who are essential for the award/implementation of the grant) in one of the following situations:
 - i. being guilty of grave professional misconduct, having committed fraud, having links to a criminal organisation, being involved in corruption, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking,
 - ii. showing significant deficiencies in complying with the main obligations under an EU procurement contract, grant agreement or grant decision,

- iii. being guilty of irregularities within the meaning of Article 1(2) of Regulation No 2988/95,
 - iv. being established in another jurisdiction with the intent to circumvent fiscal, social or other legal obligations in the country of origin (including the establishment of another entity with this purpose);
 - k. Project developments are free from third party rights, or those third party rights are clearly stated and are not subject to any dispute or claims by third parties;
 - l. the Project is based on Beneficiary's original works, or the Beneficiary may use the works constituting the basis of the Project and any foreseen developments of such works are free from third party claims, unless stated otherwise, and they are not subject to any dispute or claims by third parties.
3. The Beneficiary hereby declares lack of any conflict of interest with any of the Hungry EcoCities Consortium Members. A conflict of interest means any situation where the impartial and objective nature of the awarding of a grant for the Beneficiary's project is compromised for reasons related to economic interest, political or national affinity, family or emotional ties or any other shared interest. The Beneficiary is obliged to inform the Hungry EcoCities Consortium about any existing or occurring conflict of interest and immediately take all the necessary steps to manage the situation as instructed.
4. If a Beneficiary breaches any of its obligations under this Article, the grant may be reduced and other measures described in Articles 20-24 may apply.

Article 4 GRANT

1. The maximum **grant amount** is 40 000,00 EUR (forty thousand EUR), paid as a lump sum¹ following the conditions set out in this Agreement and its Annexes.
2. Payment of the individual tranches of the grant to the Beneficiary depends on the proper implementation of the Project and completion of the agreed milestones/KPIs and delivery of the agreed documents.
3. Project budget will be included in the Individual Mentoring Plan (IMP) of the Project, also referred to as the Innovation Monitoring Plan IMP will be approved by the Selection Committee and then it will automatically become a part of this Agreement.
4. Eligible costs are direct and indirect costs incurred within the Programme Period, that correspond to the Project budget set out in the Individual Mentoring Plan and corresponding tasks or parts of the Project that have been properly implemented (including personnel costs, purchase costs - travel costs/ equipment/other goods, work or services).
5. Ineligible costs are:
 - a. costs that do not comply with the conditions set out above;
 - b. costs declared under another EU or Euratom grant (including grants awarded by a Member State and financed by the EU or Euratom budget and grants awarded by bodies other than the EC or EU Agency for the purpose of implementing the EU and Euratom budget);
 - c. costs incurred outside the Programme Period.
6. Beneficiary acknowledges that the "no double funding" rule applies to the awarded grant. "Double funding" means the situation where the same costs for the same activity

¹ The lump sum is a simplified method of settling expenses in projects financed from Horizon Europe funds. Under this method, the Beneficiary is not required to present strictly defined accounting documents to prove the cost incurred (e.g. invoices), but is obliged to demonstrate the implementation of the project in line with the budget and milestones set for the Project. The lump sum does not release the Beneficiary from the obligation to collect documentation to confirm the costs under fiscal regulation.

are funded twice through the use of public funds. It is a fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity can be funded twice from the EU budget. It is not allowed in any circumstances. The Beneficiary undertakes to follow this rule. The Beneficiary cannot use money received within the Hungry EcoCities to cover activities other than the ones related to the Project.

- a. During the Programme, the Contractor will provide the Beneficiary also with the non-financial support in the form as described in the IMP.
7. The detailed scope of the above-mentioned support is described in **Annex 2**.

Article 5 PAYMENT SCHEDULE

- The grant will be paid in the instalments as follows:

AMOUNT	CONDITIONS/TERMS	DELIVERY DATE	PAYMENT DATE
amount to be paid	The Financial support will be paid against the specific Deliverables/Milestones/KPIs defined in the "IMP"		
20.000,00 EUR	Deliverable: Individual mentoring plan Payment milestone: IMP approval	Oct 2023	Oct 2023
10.000,00 EUR	Deliverable: Prototype 1 st version plan Payment milestone: Mid stage	Jan 2024	Feb 2024
10.000,00 EUR	Deliverable: Prototype validated Payment milestone: End of Stage	May 2024	Jun 2024

- Payments will be made into the bank account indicated in the Bank identification form being an **Annex 3** to this Agreement. Payments shall be considered to have been carried out on the date when they are debited from the Project Coordinator's account.
- Payments will be made in euros. The Beneficiary shall provide a bank account denominated in euros; otherwise, the Beneficiary will bear the currency conversion costs.
- The grant received by the Beneficiary is owned by the European Commission (EC) until the final payment (payment of the balance) for the whole Hungry EcoCities Project. The Contractor is a mere holder and manager of the funds.

Article 6 COMMUNICATION BETWEEN THE PARTIES

- Unless stated otherwise, communication under the Agreement (requests, submissions, formal notifications etc.) must be made in writing. For the purposes of this Agreement, the written form shall be deemed to include e-mail communication sent to the e-mail addresses indicated below.
- Parties appoint the following persons authorised to communicate:
 - for the Beneficiary: XXXXX
 - for the Contractor: XXXXX
- Change of contact persons and/or their email addresses does not constitute an amendment to the Agreement and may be made in the form of a notification sent to the email address of the other Party.

4. E-mail communication is considered to have been made once it is sent by the sending Party (i.e. on the date and time it is sent). Communication is considered to have been received on the date and time of receipt by the receiving Party. In the absence of confirmation of the receipt, communication is considered to have been received 3 days after it was sent.
5. Formal notifications on paper sent by registered post are considered to have been made on either: the delivery date registered by the postal service or the deadline for collection at the post office.
6. English is the only official language of the Programme and this Agreement. This means that all documents, deliverables, reports etc. as well as the whole communication shall be in English.
7. Formal notifications on paper addressed to the Contractor must be sent to the Contractor's correspondence mailing address specified in the commencement.
8. Formal notifications on paper addressed to the Beneficiary must be sent to XXXXX

Article 7 BENEFICIARY'S OBLIGATIONS

1. The Beneficiary has full responsibility for implementing the Project in compliance with the provisions of the Agreement and its Annexes and all legal obligations under applicable EU, international and national law.
2. If the Beneficiary fails to properly implement the Project (or part of it), the corresponding lump sum or instalment will be rejected as ineligible and the grant will be reduced proportionally.
3. The Beneficiary shall take all measures to promote equal opportunities and gender equality during Project implementation. It must aim, to the extent possible, for gender balance at all Project levels, including at supervisory and managerial level.
4. The Beneficiary is also responsible for:
 - a. monitoring Project's proper implementation;
 - b. providing in good time any required documents or information to the Contractor;
 - c. informing the Contractor immediately of any events or circumstances likely to significantly affect or delay the implementation of the Project;
 - d. informing the Contractor immediately of any changes in its legal, financial, technical, organisational or ownership situation;
 - e. informing the Contractor immediately of any circumstances affecting the grant award decision or compliance with the Agreement.
5. The Beneficiary breaches its obligation arising from this Agreement, the grant may be reduced and the Contractor may apply other measures described in Articles 20 to 24.
6. Grant provided upon this Agreement is funded within Horizon Europe programme, therefore the Beneficiary has certain obligations towards the European Commission (see Article 8 section 3 and Articles 9-14).

Article 8 RESOURCES TO IMPLEMENT THE PROJECT — THIRD PARTIES INVOLVED IN THE PROJECT

1. For the purposes of implementing the Project, the Beneficiary may purchase goods, works, and services and use subcontractors and partners as indicated in the Project budget (part of the IMP), ensuring the best value for money or, if appropriate, the lowest price. In doing so, it must avoid any conflicts of interest.
2. The Beneficiary must ensure that its obligations under Articles 10, 11, 14, 15, 17, 28, 29 also apply to its subcontractors and partners.

Article 9 GENERAL OBLIGATION TO INFORM and KEEPING RECORDS

1. The Beneficiary must provide, during the implementation of the Project and 6 years after The Council of Foods - your supermarket of local ethics project ends (May 31st 2024), upon request of the Contractor or EC, any information or documentation requested in order to carry out:
 - a. the verification of proper implementation of the Project by the Beneficiary (including achievement of the agreed KPIs and milestones, lack of double funding compliance with obligations under the Agreement);
 - b. statistical analyses and evaluation (of e.g. project results and impact, Beneficiary's further growth and project development, for example, further investments, grants etc.);
2. If there are on-going checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement (including the extension of findings from other grants to this grant), the Beneficiary must keep the records and other supporting documentation until such checks, reviews, audits, investigations, litigation or other pursuits of claims under the Agreement are resolved.
3. The Beneficiary must keep the original documents. Digital and digitised documents can be considered originals if authorised by the applicable national law. The Contractor may accept copies of documents if it considers that they offer a comparable level of assurance.
4. The Procedure described in Articles 10 and 11 applies accordingly.

Article 10 CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS

1. EC may, during the implementation of the Project and/or afterwards, carry out checks/investigation reviews and/or audits concerning the Project to ensure its proper implementation and compliance with the obligations under the Agreement and applicable EU law.
2. Checks/reviews/audits/investigations will be formally notified to the Beneficiary and will be considered to have started on the date of the formal notification.
3. The Beneficiary must cooperate diligently and provide, within the deadline requested, any information and data related to the Project implementation (including information on the use of resources).
4. All information provided must be accurate, precise, complete and in the format requested, including electronic format. The Commission may also request additional information.
5. Checks/reviews/audits/investigations may be started up to three years after the end of the Hungry EcoCities, which is 28-02-2026.
6. EC may carry out checks/reviews/audits/investigations directly (using its own staff) or may be assisted by independent, outside experts. If it uses outside experts, the Beneficiary will be informed and has the right to object to the appointment of such external entities on grounds of commercial confidentiality or conflict of interest.
7. The Beneficiary may be requested to participate in meetings, including with external experts.
8. For on-the-spot checks/reviews/audits/investigations, the Beneficiary must allow access to its sites and premises, including to the outside experts or bodies, and must ensure that the information requested is readily available.
9. Checks/reviews/audits/investigations (including review reports) will be in the language of the Agreement.
10. EC may also access the Beneficiary's statutory records.
11. The following bodies may also carry out checks, reviews, audits and investigations — during the action or afterwards:

- a. the European Anti-Fraud Office (OLAF) under Regulations No 883/2013 and No 2185/9620,
- b. the European Public Prosecutor's Office (EPPO) under Regulation 2017/1939,
- c. the European Court of Auditors (ECA) under Article 287 of the Treaty on the Functioning of the EU (TFEU) and Article 257 of EU Financial Regulation 2018/1046.

If requested by these bodies, the Beneficiary must provide full, accurate and complete information in the format requested (including complete accounts, individual salary statements or other personal data, including in electronic format).

12. The Beneficiary who uses third parties in the Project implementation should assure that those third parties will make it possible to conduct above-mentioned checks/reviews/audits/investigations.
13. In the case of the EC, OLAF, EPPO, ECA, and any other authorised EU or national authority, their appropriate procedures might be applied.

Article 11 CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS - Hungry EcoCities CONSORTIUM'S RIGHTS

1. The Hungry EcoCities Consortium may, during the implementation of the Project and three years after the end of the Hungry EcoCities project, which is 28-02-2026, review the proper implementation of the Project and its compliance with the obligations under the Agreement.
2. Proceeding on behalf of the Hungry EcoCities Consortium may be performed by the FBOX, Consortium Coordinator or another partner indicated by the Hungry EcoCities Consortium.
3. Article 10 should be applied accordingly.
4. The Hungry EcoCities Consortium will formally communicate the review results to the Beneficiary. The Beneficiary may formally respond to the review report within 30 days ('contradictory review procedure').

Article 12 CONSEQUENCES OF CHECKS, REVIEWS, AUDITS, AND INVESTIGATIONS — EXTENSION OF RESULTS OF REVIEWS, AUDITS OR INVESTIGATIONS

1. Findings in checks, reviews, audits or investigations carried out in the context of this Agreement may lead to the rejection of costs, reduction of the grant, recovery of undue amounts, termination of the Agreement or to any other measures stated in the applicable law.
2. Checks, reviews, audits or investigations that find systemic or recurrent errors, irregularities, fraud or breach of obligations may lead to reviews and withdrawal, among other things, of other EU grants awarded under similar conditions ('extension to other grants').
3. Moreover, findings arising from an OLAF or EPPO investigation may lead to criminal prosecution under national law.
4. The EC, OLAF, EPPO, ECA and any other authorised EU or national authority may extend findings from other grants to this grant ('extension of findings from other grants to this grant') if the Beneficiary is found, in other EU grants awarded under similar conditions, to have committed systemic or recurrent errors, irregularities, fraud or breach of obligations that have a material impact on this grant.
5. The extension of findings may lead to the consequences described in section 1 of this Article.
6. The Beneficiary will be formally notified of the list of irregularities and actions taken (in particular, the rejection of costs, the reduction of the maximum grant amount or the termination of the Agreement).

Article 13 EVALUATION OF THE IMPACT OF THE PROJECT

1. The Contractor or EC may carry out interim and final evaluations of the impact of the Project measured against the objectives and indicators of the EU programme.
2. Evaluations may be started during the implementation of the Project and up to six years after the Hungry EcoCities project ends (28-02-2026). The evaluation is considered to start on the date of the formal notification to the Beneficiary.
3. The Contractor or EC may be assisted by independent outside experts.
4. The Beneficiary must provide any information relevant to an evaluation of the impact of the project, including information in electronic format.

Article 14 ETHICS AND RESEARCH INTEGRITY

1. The project must be carried out in line with the highest ethical standards (including the highest standards of research integrity) and the applicable EU, international and national law, including the EU Charter of Fundamental Rights and the European Convention for the Protection of Human Rights and Fundamental Freedoms and its Supplementary Protocols, and ethical recommendations indicated in the individual mentoring plan and/or ethics reports.
2. The Beneficiary commits to and ensures the respect of basic EU values (such as respect for human dignity, freedom, democracy, equality, the rule of law and human rights, including the rights of minorities).), EC High-Level Group in AI and Ethics guidelines for trustworthy AI
3. No funding can be granted, within or outside the EU, for activities that are prohibited in all Member States. No funding can be granted in a Member State for an activity which is forbidden in that Member State.
4. The Beneficiary must take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers 2005/251/EC of 11 March 2005, in particular regarding:
 - working conditions
 - transparent recruitment processes based on merit, and
 - career development.The Beneficiary must ensure that researchers and all participants involved in the Project are aware of them.
5. The Beneficiary must ensure that the activities under the Project have an exclusive focus on civil applications.
6. Before starting an activity raising an ethical issue, the Beneficiary shall obtain all approvals or other mandatory documents notably from any (national, local, European) ethics committee or other bodies such as data protection authorities.

Article 15 CONFLICTS OF INTEREST

1. The Beneficiary must take all measures to prevent any situation where the impartial and objective implementation of the Project is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect interest (conflict of interest). In particular, no-conflict of interest rule applies to purchases of goods and services, using subcontractors and relations between the Beneficiary and each of the Hungry EcoCities Consortium partners.
2. The Beneficiary shall formally and promptly notify the Contractor of any situation which constitutes or is likely to lead to a conflict of interests and shall immediately take all necessary steps to rectify the situation.
3. The Contractor may verify that the measures taken are appropriate and may require additional measures within a specified deadline.

Article 16 FORCE MAJEURE

1. '*Force majeure*' means any situation or event that prevents either Party from fulfilling their obligations under the Agreement and is an unforeseeable, exceptional situation beyond the **Parties'** control and proves to be inevitable in spite of exercising all due diligence.
2. Any situation constituting *force majeure* must be formally notified to the other Party without delay, stating the nature, likely duration and foreseeable effects.
3. The Party must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the project as soon as possible. The Party prevented by *force majeure* from fulfilling its obligations under the Agreement cannot be considered in breach of them.

Article 17 CONFIDENTIALITY

1. Sensitive Information is all information, that Party must keep confidential (any data, documents or other material (in any form) that is identified as sensitive in writing ('sensitive information')) — during the implementation of the project and for at least 10 years after the end of the Programme Period.
2. The Parties hereby undertake for a period of 10 years after the end of the Programme Period:
 - a. not to use Sensitive Information otherwise than for the purpose for which it was disclosed;
 - b. to use Sensitive information only to implement the Agreement unless otherwise agreed between the Parties;
 - c. not to disclose Sensitive Information without the prior written consent of the Disclosing Party;
 - d. to ensure that internal distribution of Sensitive Information by a Recipient shall take place on a strictly need-to-know basis; and
 - e. to return to the Disclosing Party, or destroy, upon request, all Sensitive Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in machine-readable form as much as practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Sensitive Information due to compliance with applicable laws and regulations or compliance with on-going obligations provided that the Recipient complies with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.
3. The Recipients shall be responsible for the fulfilment of the above obligations on behalf of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Programme Period as well as after the termination of the contractual relationship with the relevant employee or third party.
4. The Contractor may disclose Sensitive Information to its staff, other EU institutions and bodies. It may disclose Sensitive Information to third parties, if:
 - a. this is necessary to implement the Agreement or safeguard the EU's financial interests and
 - b. the recipients of the information are bound by an obligation of confidentiality.
5. Under the conditions set out in Article 41 of the Regulation No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe, the Beneficiary shall grant access to their results on a royalty-free basis to the Union institutions, bodies, offices or agencies for developing, implementing and monitoring Union policies or programmes. Such access rights do not extend to the Beneficiary's' Background. Access shall be limited to non-commercial and non-competitive use.
6. The above shall not apply to the disclosure or use of Sensitive Information, if and insofar as the Recipient can show that:

- a. the Sensitive Information has become or becomes publicly available without breaching any confidentiality obligations;
 - b. the Recipient is required to disclose the Sensitive Information in order to comply with applicable EU, international or national laws or regulations or with a court or administrative order. If any Party realises that it will or may be required to disclose Sensitive Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:
 - i. notify the Disclosing Party, and
 - ii. comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
 - c. the Disclosing Party agrees to release the information to another party,
7. The Recipient shall apply the same degree of reasonable care with regard to the Sensitive Information disclosed within the scope of the Project as with its own confidential and/or proprietary information.
 8. Each Beneficiary shall promptly advise the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Sensitive Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.
 9. In addition to the confidentiality obligations of this Article, and if it is considered that the confidentiality obligations above do not provide sufficient protection, either Party may request the Beneficiary/Consortium Partner to enter into a specific NDA to safeguard the requesting Party's confidential and proprietary information disclosed for the purposes of the Project.

Article 18 PROMOTING THE PROJECT — COMMUNICATION, DISSEMINATION AND VISIBILITY OF EU FUNDING

1. The Beneficiary must promote the Project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic, coherent and effective manner.
2. Before engaging in a communication/dissemination activity expected to have a major media impact, the Beneficiary must inform the Contractor about it.
3. Any infrastructure, equipment, vehicles, supplies, information material or major results funded by the grant must acknowledge EU support and display the European flag (emblem) and funding statement (translated into local languages, where appropriate) and also Hungry Eco Cities Project logo:

and include the following disclaimer (translated into local languages where appropriate):

"Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or

- European Commission. Neither the European Union nor the granting authority can be held responsible for them.”
4. The emblem must remain distinct and separate and cannot be modified by adding other visual marks, brands or text. When displayed together with another logos, the emblem must be displayed at least as prominently and visibly as the other logos.
 5. The EC and individual Consortium Partners including Consortium Coordinator have the right to use non-sensitive information relating to the action and materials and documents received from the Beneficiary (notably summaries for publication, deliverables, as well as any other material, such as pictures or audio-visual material, in paper or electronic form) related to the Project for policy, information, communication, dissemination and publicity purposes — during the action or afterwards.
 6. The right to use the Beneficiaries' materials, documents and information is granted in the form of a royalty-free, non-exclusive and irrevocable licence, which includes the following rights:
 - a. use for its own purposes (in particular, making them available to persons working for the EC or any other EU service (including institutions, bodies, offices or agencies etc.) or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers and communication through press information services));
 - b. distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
 - c. editing or redrafting (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, using in a compilation),
 - d. translation,
 - e. storage in paper, electronic or other form;
 - f. archiving, in line with applicable document-management rules,
 - g. the right to authorise third parties to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the information, communication and publicity activities of the EC,
 - h. processing, analysing, aggregating the materials, documents and information received and producing derivative works.
 7. If materials or documents are subject to moral rights or third party rights (including intellectual property rights or rights of natural persons on their image and voice), the Beneficiary must ensure that they comply with their obligations under this Agreement (in particular, by obtaining the necessary licences and authorisations from the rights holders concerned).
 8. Where applicable (and if provided by the Beneficiary), the EC will insert the following information: "© — [year] — [name of the copyright owner]. All rights reserved. Licensed to the [name of granting authority] under conditions.”
 9. Beneficiary authorises the Contractor to use its logotype and non-confidential data for promotional purposes.

Article 19 LIABILITY FOR DAMAGES

1. Liability of the Contractor or a Hungry EcoCities Consortium Partner:
 - a. The **Contractor** or any **Consortium Partner** cannot be held liable for any damage caused to the **Beneficiary** or to third parties as a consequence of implementation of the Agreement;

- b. The **Contractor** or a **Consortium Partner** cannot be held liable for any damage caused by the **Beneficiary** or other participants involved in the Project, as a consequence of implementation of the Agreement.
2. Liability of the Beneficiary:
 - a. The **Beneficiary** must compensate the **Contractor** or a respective **Consortium Partner** for any damage it sustains as a result of the implementation of the Project or because the Project was not implemented in full compliance with the Agreement, in particular in case of false statements or information regarding Beneficiary eligibility, provided that it was caused by gross negligence or wilful act.
3. With the exception of the duty of confidentiality, the Parties' liability for damages is limited to direct loss but does not extend to consequential loss, such as interruptions in production or other operating losses, loss of revenue or profit, or other indirect losses. The Parties' liability is limited to the amount of grant, provided such damage was not caused by a wilful act or gross negligence.
4. The terms of this Agreement shall not be construed to alter or limit the statutory liability of either Party.
5. The EC is not a Party to this Agreement. Therefore the EC cannot be held liable for any damage, including gross negligence, caused to the Beneficiary or to third parties as a consequence of implementing the Agreement.
6. The EC cannot be held liable for any damage caused by the Beneficiary or third parties involved in the Project, as a consequence of implementing the Agreement.

Article 20 TERMINATION OF THE AGREEMENT

1. Either Party may terminate the Agreement.
2. The Beneficiary has the right to terminate the Agreement at any point in time, by formally notifying the Contractor of such termination, stating its reasons.
3. The termination will take effect on the day specified in the notification. This date must be after the notification.
4. The Contractor may terminate the Agreement if:
 - a. the Beneficiary no longer meets the eligibility conditions, in particular described in Article 3;
 - b. the Project has lost scientific or technological relevance;
 - c. the Beneficiary has significantly delayed the implementation of the Project;
 - d. the Beneficiary fails to comply with its obligations regarding double funding prohibition rule,
 - e. the Contractor assesses any continuation of the Project by the Beneficiary as being unfounded because of the dismissive attitude of the Beneficiary or lack of engagement by the Beneficiary in the Project (such decision should be made by the Selection Committee and it is final);
 - f. the Beneficiary failed to achieve its milestones or KPIs or implement ethical recommendations within agreed deadlines;
 - g. the grant is used by the Beneficiary in violation of the Hungry EcoCities project and Horizon Europe fundamentals (for example the resources are transferred outside of the eligible countries).
5. Before terminating the Agreement, the Contractor will send a pre-information letter to the Beneficiary:
 - a. formally notifying the intention to terminate and the reasons why, and
 - b. requesting observations within 7 days of receiving notification.
6. If the Contractor does not receive observations or decides to pursue the procedure despite the observations it has received, it will confirm the termination and the date it

will take effect (confirmation letter). Otherwise, it will formally notify that the procedure is not continued.

7. The Contractor will calculate the final grant amount and the balance on the basis of the deliverables submitted, the eligible costs and compliance with other obligations under the Agreement.
8. The Beneficiary may not claim damages due to termination by the Contractor.
9. Termination has no effect on the provisions that normally continue to apply after the end of the Project, in particular: keeping records and other supporting documentation, submitting itself to checks, reviews, audits, and investigations, complying with the rules on the management of intellectual property, background, and results, maintaining confidentiality, promoting the Project and publicly display references to the EU funding, not assigning claims for payment, calculation of the grant, recovery of payments already made, consequences of non-compliance, payments (if there is any payment due only), claims, recovery of the grant, liability for damages, applicable law.

Article 21 SUSPENSION OF PAYMENTS

1. The Contractor may suspend payments, in whole or in part, if the Contractor has justified doubts regarding the implementation of the Project by Beneficiary. The suspension will take effect the day after the confirmation letter is sent (or on a later date specified in the letter).
2. If the conditions for resuming payments are met, the suspension will be lifted. The Contractor will formally notify the Beneficiary of this fact.

Article 22 REJECTION OF INELIGIBLE COSTS

1. The Contractor will reject any costs which are ineligible (i.e., if the Project is not properly implemented, the Beneficiary is in serious breach of its obligations under the Agreement or submitted false information or statements - including failure to provide requested information, breach of ethical principles), in particular following checks, reviews, audits or investigations.
2. If the Contractor rejects costs, it will deduct them from the costs declared in the Project budget and then calculate the amount due (and, if needed, make a recovery).
3. If the rejection of costs does not lead to a recovery, the Contractor will formally notify the Beneficiary of the rejection, the amounts and the reasons why. The Beneficiary may — within 7 days of receiving notification — submit observations if it disagrees with the reduction.

Article 23 REDUCTION OF THE GRANT

1. If the Contractor finds substantial errors, irregularities or fraud or breach of obligations under this Agreement (e.g. the Project is improperly implemented or not implemented; submission of false information, failure to provide required information, breach of ethics or security rules), it may reduce the grant in proportion to the seriousness and duration of the errors, irregularities or fraud or breach of obligations.
2. If the Contractor reduces the grant, it will deduct the reduction and then calculate the amount due (and, if needed, make a recovery).
3. If the reduction of the grant does not lead to a recovery, the Contractor will formally notify the Beneficiary of the reduction, the amounts and the reasons why. The Beneficiary may — within 7 days of receiving notification — submit observations if it disagrees with the reduction.
4. If the Contractor reduces the grant after the payment of the grant, it will calculate the revised final grant amount. If the revised final grant amount for the Beneficiary is lower than the grant paid, the Contractor will recover the difference.

Article 24 RECOVERY OF UNDUE AMOUNTS

1. The Contractor will claim back any amount if it turns out that the Contractor has paid too much and needs to recover the amounts undue (it might happen also after the completion of the Project).
2. If the payment is not made by the date specified in the debit note, the Contractor will recover the amount by taking legal action in accordance with the relevant national law.
3. The Contractor may offset the due amount, without the Beneficiary's consent, against any amounts owed to the Beneficiary by the Hungry EcoCities Consortium.
4. If the payment is not made by the date specified in the debit note, the amount to be recovered will be increased by late-payment interest (from the day following the due date for payment up to and including the date of payment).
5. Partial payments will be first credited against expenses, charges, and late-payment interest and then against the principal.
6. The Beneficiary bears all costs incurred in the recovery process by the Contractor.

Article 25 PROCESSING OF PERSONAL DATA

1. Any personal data under the Agreement will be processed in accordance with applicable EU and national data protection law. Such data will be processed by the Contractor for the purposes of implementing, managing and monitoring the Agreement or protecting the financial interests of the EU (including checks, reviews, audits, and investigations).
2. The persons whose personal data are processed have the right to access and amend their own personal data.
3. The Beneficiary must process personal data under the Agreement in compliance with applicable EU, international and national law on data protection (in particular, Regulation 2016/679).
4. The Beneficiary may grant their personnel access to personal data only if it is strictly necessary for implementing, managing and monitoring the Agreement. The Beneficiary must ensure that the personnel is under a confidentiality obligation.

Article 26 BACKGROUND and OWNERSHIP OF RESULTS

1. Background means any data, know-how, software or information of whatever form or nature (tangible or intangible), including any rights such as intellectual property rights, that:
 - a. are held by the Party no later than at the date of this Agreement; and
 - b. are needed to implement the Project or exploit the results together with any data, know-how, software, or information that is developed or acquired by a Party independently from the work in the Project even if in parallel with the performance of the Project.
2. Results mean any (tangible or intangible) effect of the Project such as data, know-how or information of whatever form or nature, whether protected or not, as well as any rights attached to them, including intellectual property rights.
3. Results and intellectual property rights are owned by the Party that generates them.
4. Unless agreed otherwise, where Results are generated from work carried out jointly by the Beneficiary and one or more Hungry EcoCities Consortium Partner(s) and it is not possible to:
 - a. establish the respective contribution of each Party; or
 - b. separate such joint invention, design or work for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right,

- the Parties have joint ownership of this work. The joint owners shall, within six (6) months after the participation of the Beneficiary in the Hungry EcoCities End date or after the termination of the Beneficiary's participation in the Hungry EcoCities (whichever is later), establish a separate written joint ownership agreement regarding the allocation of ownership and terms of exercising, protecting and dividing related costs and exploiting such jointly owned Results on a case by case basis.
5. However, until a joint ownership agreement has been concluded and as long as such rights are in force, such Results will be jointly owned in shares according to the share of contribution to the Results by the joint owners concerned (such share to be determined by taking into account in particular, but not limited to, the contribution of a joint owner to an inventive step, the person months or costs spent on the respective work, etc.). For the avoidance of doubt, the Parties should document their contribution to the Project.
 6. Arrangements other than in this Article should be included in writing by the Parties concerned.
 7. Unless otherwise agreed in the joint ownership agreement:
 - a. each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research activities on a royalty-free basis and without the prior consent of the other joint owner(s), if the non-commercial research activities imply the use for academic/teaching/scientific purposes (subject to compliance with confidentiality requirements), or mere internal use;
 - b. the provisions of this Article exclude the use of the Results in contract research (= rendering a research service against payment to a customer), even when the charge is mere cost reimbursement without profit;
 - c. the provisions of this Article exclude the use of the Results for royalty-bearing activities (such as licensing) or other activities leading to monetary benefits (e.g. use in developing, creating or marketing a product or process or creating and providing a service or use in standardisation activities);
 - d. the provisions of this Article include use in further (funded or unfunded) cooperative research projects. However, where such use leads to a grant of further user rights to others (e.g. project partners) for royalty-bearing or other activities leading to monetary benefits, such further user rights shall not be included in the category of non-commercial research activities under this bullet point;
 - e. each of the joint owners shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license) if the other joint owners are given:
 - i. at least 45 calendar days advance notice; and
 - ii. compensation under fair and reasonable conditions.
 8. Joint owners may apply another regime than joint ownership (such as, for instance, transfer to a single owner with access rights for the others).
 9. Rights of third parties. If third parties (including personnel) may claim rights to the Results, the Beneficiary concerned must ensure that it complies with its obligations under the Agreement.
 10. In the case of the Results that might be protected by intellectual property laws (like patentable invention, know-how, copyrights, industrial designs, rights to computer programs), joint owners are obliged to take all necessary measures to obtain such rights unless agreed otherwise in writing. In particular, the Parties are obliged to keep confidentiality and use measures to prevent any infringement or act that may affect the protection of the Results under intellectual property laws (for example because of losing the condition of novelty). This provision does not prevent to release the Results or its documentation under one of public licenses, detailed in the IMP as the case may be if co-owners agrees.

11. When deciding on protection, a Party must consider its own legitimate interests as well as the legitimate interests (especially commercial) of the joint owner.
12. Each of the joint owners must adequately protect its results — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other joint owners and any other legitimate interests.
13. Each Party may transfer ownership of its joint results. It must, however, ensure that its obligations under this Article apply to the new owner and that this owner has the obligation to pass them on in any subsequent transfer.
14. The Party that intends to transfer ownership of the results must inform the other Parties with access rights to results of the transfer at least 30 days in advance. This notification must include sufficient information on the new owner to enable the Parties concerned to assess the effects on their access rights.
15. Each joint owner may object to such transfer within 30 days of receiving notification, if they can show that the transfer would adversely affect their access rights. In this case, the transfer may not take place until agreement has been reached between the Parties concerned.
16. The EU does not obtain ownership of the results produced under the Project. The final results, in particular art works resulting from a Project, shall be made available at no cost to the EC directly and for public viewing in exhibitions. The EC has the right to show them for at least a year after the end of the Project. The use of the results, including commercial use, is still encouraged and desirable.

Article 27 PROTECTION, EXPLOITATION AND DISSEMINATION OF RESULTS, OPEN SCIENCE

1. The Beneficiary must adequately protect its own results — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the joint owners (if any) and any other legitimate interests. This assessment is to be made within IMP preparation and this provision does not prevent the release of the results under one of public licenses, detailed in the IMP as the case may be.
2. the release of the results under one of public licenses, detailed in the IMP as
3. Exploitation means the use of results in further research and innovation activities(outside the Project) including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities. The Beneficiary must, up to four years after the Hungry EcoCities Project end date (28-02-2026), must use its best efforts to exploit its results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing.
4. Dissemination is the public disclosure of the results by appropriate means, other than resulting from protecting or exploiting the results, including by scientific publications in any medium. The Beneficiary must disseminate its results as soon as feasible, in a publicly available format, subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests.
5. Open Science means an approach to the scientific process based on open cooperative work, tools and diffusing knowledge. The Beneficiary must ensure open access (online access to research outputs provided free of charge to any user) to all peer-reviewed scientific publications relating to its results. Therefore, the Beneficiary undertakes to retain sufficient intellectual property rights to comply with the open access requirements.

6. The Beneficiary agrees to grant the Hungry EcoCities Consortium Partner(s), upon written request, Access to its Background and results generated within the Beneficiary's Project, to the extent necessary to perform their own (Partner's) tasks within the Hungry EcoCities Project and/or to exploit their own results developed within the Hungry EcoCities Project. The above rule applies vice versa to the Beneficiary if he requests Access to perform its tasks under the Project and/or to exploit its own results.
7. The Parties agree on the following process:
 - a. the above-mentioned request may be made within 1 year after the Hungry EcoCities End date or after the termination of the Beneficiary's participation in the Hungry EcoCities;
 - b. Access Rights shall be negotiated between the Access-requesting and Access-giving Party on a non-exclusive non-sublicensable basis;
 - c. The Coordinator shall, however, ensure that the Access-requesting Party will be directed to such Access-providing Party in the event that the contact details are unknown.
8. Access rights to the results necessary for the performance of a Party's work under this Agreement will be granted on a royalty-free basis unless otherwise agreed in advance and under fair and reasonable conditions.
9. Access rights to the results necessary for the exploitation of a Party's own results shall be granted on fair and reasonable conditions.

Article 28 FINAL PROVISIONS

1. Annexes to the Agreement form an integral part of it.
2. Amendments to this Agreement and its termination shall be made in writing and signed by the duly authorised representative of the **Parties**.
3. Any modification of the bank account shall be communicated to the Contractor in written form and duly signed by an authorised person.
4. The Beneficiary may not assign any of its claims for payment against the Contractor to any third party, except with the Contractor's prior written consent; otherwise, the assignment will be null and void.
5. In accordance with Regulation, No 1182/71, periods expressed in days, months or years are calculated from the moment the triggering event occurs. The day during which that event occurs is not considered as falling within the period.
6. The Agreement is governed by the law of Belgium, and applicable EU law, in particular:
 - a. Regulation (Eu) No 2021/695 of the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination, and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013 ;
 - b. Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union; supplemented if necessary, where appropriate, by the rules of general international law.
7. The **Beneficiary** bears sole responsibility for abidance by its national law, in particular in relation to tax and social security and labour law.
8. Any dispute concerning the interpretation, application or validity of the Agreement should be settled amicably.
9. If a dispute concerning the interpretation, application or validity of the Agreement cannot be settled amicably, such dispute shall be submitted to the Court in Brussels in the material jurisdiction.
10. By signing the Agreement, the **Beneficiary** confirms that it has read and understood these conditions and accepts them.

Article 29 ENTRY INTO FORCE OF THE AGREEMENT

The Agreement enters into force on the day of signature by the **Contractor** or the **Beneficiary**, whichever is later, with the Agreement's **effective date** on September 1st 2023.

By signing the Agreement, the Beneficiary accepts the grant and agrees to assume responsibility for it and implement it in accordance with this Agreement, including all the rights, obligations and conditions it sets out. The Beneficiary confirms that all information provided is true, correct and up to date as of the date of signing the Agreement.

The individual signing below hereby represents and warrants that it is duly authorised to execute and deliver this Agreement on behalf of the named Party and that this Agreement is binding upon the named Party in accordance with its terms.

For the **Beneficiary**

For the **Contractor**

.....

.....

date

date



Funded by the
European Union

Funding and Acceleration Services Agreement

HUNGRY ECOCITIES

A S+T+ARTS RESIDENCIES PROJECT

Annex **XXXXX**